

RECEIVED

216-039

MAR 31 2016

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND
DEVELOPMENT SERVICES

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between **L.L.C.**, a Florida limited liability company ("Landlord") and **TOWERCOM VIII, L.L.C.**, a Florida limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached **Exhibit A** (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period").

(b) During the Option Period, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) in a manner which is materially in accordance with the plans shown on **Exhibit B** attached hereto and incorporated herein, from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals, variances and land-use permits. In the event that in connection with or as a result of Tenant's application for any Governmental Approval, the applicable government or regulatory entity to which such application was submitted requires any action or cure to be taken with respect to the Property as a prerequisite to the granting of Tenant's Governmental Approval, Landlord shall cooperate with Tenant to remedy the issue; provided, however, that: (i) such action shall be at Tenant's sole cost and expense, (ii) Landlord shall have the right to elect whether Tenant will do the work necessary to remedy the issue or whether Landlord will do such work and be reimbursed by Tenant, and in the event that Landlord elects to undertake the work, Tenant shall promptly reimburse Landlord for any costs incurred by Landlord (including, without limitation, reasonable legal fees and the cost of any work or action taken by Landlord, regardless of the ultimate outcome of the Governmental Approval process); and (iii) Landlord's agreement to cooperate in remedying the type of issues addressed in this sentence shall not impose upon Landlord an affirmative duty to pursue such remedy to completion if Landlord determines in its sole discretion that the demands of the governmental or regulatory entity are unreasonable. During the Option Period, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) Landlord expressly grants to Tenant a right of access to the Property during the Option Period to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. Prior to completing any Tests, Tenant shall provide to Landlord proof of the insurance coverage required by Section 11(a) of this Lease. Upon completing any physical Tests, Tenant promptly shall restore the Property to the condition existing prior to undertaking such Tests. Tenant agrees

to indemnify and hold Landlord harmless from any and all liens, claims, liabilities or damages sustained by Landlord as a result of injury to persons or damage to property which are caused by any inspections or testing of the Property performed by Tenant or Tenant's representatives, contractors, engineers or employees or which result from or arise out of the entry of Tenant or its representatives onto the Property during the Option Period and during the Initial Term and any Renewal Term. Tenant's indemnification obligations hereunder shall survive the termination of this Lease for any reason.

(d) If Tenant exercises the Option, then Landlord hereby leases to Tenant that certain portion of the Property, as described and depicted in the attached **Exhibit B** (referred to hereinafter as the "Premises"). The Premises, located at 13868 SW 88th Street, comprises approximately 1,425 square feet.

(e) Tenant acknowledges and agrees that Landlord is the contract purchaser of the Property pursuant to the terms of that certain Sale and Purchase Agreement for Commercial Land dated December 7, 2015 (the "Contract"), and in the event that the Contract terminates or Landlord otherwise does not acquire the Property pursuant to the terms of the Contract, this Lease shall terminate and Landlord and Tenant shall have no further rights or obligations pursuant to this Lease, except for those provisions of this Lease which expressly survive termination.

2. Term. The initial term of this Lease shall be five (5) years commencing on the earlier of: (a) the date Tenant commences operations from the Premises, or (b) the later of 180 days after: (i) date of exercise of the Option, or (ii) the date that Landlord delivers possession of the Premises to Tenant (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Subject to the provisions of this Section 3, this Lease may be extended for up to nine (9) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each of the Renewal Terms unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least one hundred eighty (180) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or its designee, as rent, _____ per month ("Rent"), in addition to any applicable state, county or local sales or use tax. Rent will begin to accrue on the Commencement Date, but the first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month during which the Commencement Date occurs. Thereafter, Rent will be payable monthly in advance by the first (1st) day of each month to Landlord at the address specified in Section 12 below. By way of illustration, if the Commencement Date is January 10, Tenant shall pay to Landlord by January 30 a Rent payment which covers the prorated Rent for January, and the Rent payment for February will be due on February 1. If this Lease is terminated for any reason

(other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be refunded to Tenant within a commercially reasonable period of time (not to exceed thirty (30) days). Landlord, its successors, assigns and/or designee, if any, will submit to Tenant such documents reasonably requested by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9. In the event any Rent payment is not received by Landlord within five (5) days after same is due, Tenant shall pay a late charge in the amount equal to five percent (5%) of the Rent due. Tenant shall pay Landlord any such late charge(s) within five (5) days after Landlord notifies Tenant of same.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, monopole tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Landlord shall not install or use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to install or use, equipment which interferes with the then-existing communications equipment of Tenant. Notwithstanding anything in this Section 6, it is understood and agreed by the parties that notwithstanding the fact that Tenant will lease separate ground space to Subtenants (as defined in Paragraph 15(b) below), Landlord is not responsible for policing or remedying interference as between Tenant and Subtenants or between the various Subtenants; rather, Tenant shall assume all responsibility for monitoring and resolving interference issues with respect to Subtenants.

7. Improvements; Utilities; Access.

(a) Following Landlord's review and written approval of Tenant's proposed engineering plans for its initial installations at the Premises (such approval not to be unreasonably withheld, delayed or conditioned), Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, monopole tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Thereafter, Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease, provided that any material increases in the height of, or substantial structural or aesthetic changes to, the tower portion of the Antenna Facilities must be approved in writing by Landlord prior to Tenant's undertaking such work. Notwithstanding the immediately preceding sentence, it is understood and agreed by the parties that Tenant shall be permitted to alter, replace, add, remove, and modify the antennas on the

tower portion of the Antenna Facilities, modify the ground equipment, and allow Subtenants (as defined in and subject to the terms of Section 15 of this Lease) to install antennas and related equipment within the Premises and upon the Antenna Facilities without Landlord's prior consent.

(b) Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Property, the Premises, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's agents, Tenant will discharge same of record by bond or otherwise within thirty (30) days after receipt of notice of the filing thereof, failing which Tenant will be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and Tenant will reimburse Landlord for all costs and expenses so incurred by Landlord immediately upon demand.

(c) The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease, in accordance with the provisions of Section 19 of this Lease.

(d) Tenant, at its expense, shall restrict access to the Antenna Facilities by the construction of fencing consistent with that described and depicted on Exhibit B attached hereto. In the event that Tenant desires to use any other type of wall or fence, Landlord must approve of the plans for same in writing prior to such installation. Tenant acknowledges and agrees that Tenant is solely responsible for the security of the Antenna Facilities and any other property belonging to Tenant, and Landlord is not responsible for same.

(e) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted.

(f) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across those certain portions of the Property as described and depicted in the attached **Exhibit C** ("Easement Area"), for ingress, egress, and access to the Premises, and to install and maintain underground utilities, including, but not limited to, the installation of power, fiber optic and telephone service cable to service the Premises and the Antenna Facilities (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Prior to delivery of possession of the Premises to Tenant, Landlord shall construct and maintain an access drive within the Easement Area at its sole cost and expense. On or before six(6) months after the Effective Date, Tenant shall provide to Landlord plans and specifications for all underground utility lines and facilities located within the Easement Area (collectively, "Utility Facilities"). Prior to delivery of possession of the Premises to Tenant, Landlord shall install Utility Facilities in accordance with Tenant's plans and specifications. After Landlord completes the Utility Facilities, Landlord shall deliver written notice to Tenant requesting reimbursement in a commercially reasonable amount for the cost of

installing the Utility Facilities. Landlord's notice shall include copies of final paid receipts for all contractors who provided services to complete the Utility Facilities. Tenant shall reimburse Landlord for the cost of installing the Utility Facilities on or before ten (10) business days after receiving Landlord's notice of such costs. After the initial installation of the Utility Facilities, Tenant shall be responsible for maintaining and repairing same at its sole cost and expense. Tenant's maintenance and repairs to the Utility Facilities shall be conducted according to the standards set forth on Exhibit D attached hereto and incorporated herein.

(g) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon fifteen (15) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such fifteen (15) day period;

(b) upon thirty (30) days' written notice by Tenant if Tenant, despite Tenant's diligent efforts, does not obtain or maintain any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines in its sole discretion that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons; provided, however, that in order to exercise this termination right, Tenant must submit to Landlord a termination fee equal to the amount of monthly Rent due under this Lease at the time of such termination multiplied by eighteen (18);

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged by casualty due to no fault or negligence of Tenant, so as in Tenant's reasonable judgment to render operation of the Antenna Facilities impossible for a period of one hundred eighty (180) days or longer. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then the Lease shall continue in full force and effect and there shall be no Rent abatement during the period of repair;

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) at any time following the conclusion of the fourth (4th) Renewal Term (but not before

such date), upon at least twenty-four (24) months' prior written notice by Landlord if Landlord determines in its sole discretion that the presence of the Antenna Facilities is incompatible or disadvantageous with respect to Landlord's intended future sale, use or redevelopment of the Property.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a breach of this Lease and fails to cure such breach within thirty (30) days after receipt of written notice from the other party specifying such failure of performance or breach; provided, however, that if the nature of the cure is such that more than thirty (30) days are required to cure the failure of performance or breach, the non-breaching party will not have the right to terminate this Lease as long as the breaching party commences the cure within thirty (30) days after receipt of written notice and is diligently pursuing a cure thereof to its completion.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. Tenant shall pay: (a) any personal property tax; (b) its proportionate share of real property taxes on the property covered by the tax parcel which contains the Premises, such allocation to be based on the acreage of the Premises as compared to the acreage of the entire tax parcel; and (c) real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, which tax or fee is attributable to the period during which this Lease remains in effect or the Antenna Facilities remain on the Property. Landlord agrees to furnish proof of such increase to Tenant. Further, in the event that the taxing authority having jurisdiction over the Property requires that the Premises be assessed as a separate tax folio, Tenant shall be solely responsible for the real property taxes for such separate folio. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant pursuant to this Section 10 or is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment at no cost to Landlord, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. Tenant shall reimburse Landlord for any amounts due under this Section 10 within thirty (30) days of receipt of an invoice from Landlord accompanied by documentation of the circumstances giving rise to Tenant's payment obligations hereunder.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate with an insurance company with a Best rating of A-VIII or better. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant's policies shall name Landlord as an additional insured using ISO forms CG 2010 and CG 2037 or equivalent forms. Coverage should be on a primary, non-contributory basis. Upon request from Landlord, Tenant shall provide

certificates of insurance evidencing the coverages required hereunder.

(b) Tenant shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its personal property, fixtures and other improvements, including the Antenna Facilities.

(c) Tenant shall maintain a Workers' Compensation policy with statutory limits and an Employer's Liability policy with a limit of One Million and no/100 Dollars (\$1,000,000.00).

(d) Tenant shall maintain Commercial Auto Liability coverage with a limit of One Million and no/100 Dollars (\$1,000,000.00).

(e) Tenant shall require any contractor or subcontractor working on the Premises to carry coverage with limits not less than those required of Tenant in paragraphs 11(a) through 11(d) above.

(f) Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(g) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(h) Except for indemnification pursuant to paragraphs 11(f), 11(i) and 14, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(i) Except for Landlord's negligence or willful misconduct, neither Landlord, nor any of its respective officers, agents or employees shall be liable for any injury, loss or damage to persons or property, sustained by Tenant or any other person or other entity, and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of: (i) the Premises, the Antenna Facilities, the Utility Facilities, or any part or appurtenances of either being or becoming out of repair, (ii) the happening of any accident upon the Premises, including the Antenna Facilities, (iii) any act or neglect of any tenant or occupant of the Premises or the Antenna Facilities, (iv) failure to comply with applicable laws and regulations related to operation and maintenance of the Antenna Facilities, and (v) any lawsuits or other actions brought by third parties alleging that the Antenna Facilities are operated or maintained in

violation of law, regulations or codes, constitute a private nuisance, or otherwise are harmful to human health or the environment. Tenant agrees that no partner, stockholder, officer, employee, or member of Landlord shall be personally or individually liable or responsible for the performance of any of Landlord's obligations hereunder, for any default by Landlord, or for any other claim arising from or in connection with the Lease.

(j) Landlord and Tenant agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions in which the rights of subrogation against the Landlord and Tenant are waived by the insurance company or carriers insuring the Premises, the Property, or other property in question. Tenant expressly waives any right of recovery against Landlord for damage to or loss of its fixtures, improvements, or other property located in the Premises, including but not limited to the Antenna Facilities, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained or required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Section, and Tenant shall make no claim for recovery against Landlord therefor.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

TOWERCOM VIII, L.L.C.
Attn: George W. Davis
1 Independent Dr., Suite 1600
Jacksonville, FL 32202
(904) 880-8887

If to Landlord, to:

HOLIDAY CVS, L.L.C.

13. Quiet Enjoyment and Authority. As of the Effective Date of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease, subject to the contingency for Landlord's acquisition of the Property set forth in Section 1(d) above; (ii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iii) Subject to the terms and provisions of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed by Landlord, or anyone

claiming by or through Landlord, as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord and Tenant shall not introduce or use any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance") on the Property in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written consent of Landlord (not to be unreasonably withheld, delayed or conditioned; provided, however, that it shall not be deemed unreasonable for Landlord to deny consent if the proposed transferee does not have a net worth equal to or greater than the net worth of Tenant at the time of execution of this Lease or at the time of the proposed transaction, whichever is greater, and further, it shall not be deemed unreasonable for Landlord to deny consent if Landlord determines in its reasonable discretion that the proposed transferee does not have sufficient qualifications to operate the Antenna Facilities for the purposes as set forth herein). Notwithstanding the foregoing, Tenant may assign this Lease and the Easements without Landlord's prior written consent to Tenant's principal(s), affiliates, or any subsidiary of Tenant, its principal(s) or affiliates, or to any entity that acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon any assignment, if the assignee agrees in writing to assume all of Tenant's obligations and liabilities under this Lease and Landlord is provided with a copy of such written agreement, then Tenant shall be relieved of all liabilities and obligations thereafter and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Notwithstanding the foregoing, no such assignment or transfer of the Lease or the entire Premises shall relieve Tenant from all liabilities and obligations incurred prior to the date of assignment.

(b) Tenant may sublease space on its Antenna Facilities to any entity holding a license issued by the FCC for the transmission and reception of radio communication signals in the market in which the Property is located, upon written notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease. The term "Sublease", "Sublet", "Subtenant" and any other similar term as used herein shall apply to any situation by which Tenant allows a third party use of the Premises for co-location, whether it be by formal

sublease, license or other agreement. Landlord shall not be in contractual privity with any Subtenant as relates to such Subtenant's use of the Premises; accordingly, in the event that any Subtenant violates any term of this Lease, such violation shall be deemed a breach of this Lease by Tenant and shall be subject to Section 9 of this Lease.

(c) There are various service providers with leases affecting the Property – T-Mobile, Sprint, Metro PCS and Verizon ("Service Providers"). On or before six (6) months after the Effective Date, and as a condition to Tenant's right to exercise the Option, Tenant shall enter into binding agreements with all Service Providers to accommodate such Service Providers' use upon the Antenna Facilities and within the Premises, such that Landlord shall not be in privity with any of the Service Providers, nor owe any affirmative obligations to the Service Providers.

(d) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein: (i) in connection with a transfer of fee simple title to the Property; or (ii) to an affiliate of Landlord, and in such event, Landlord shall be relieved of all liabilities and obligations hereunder accruing thereafter and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder. Any assignee or transferee of Landlord's interest shall provide to Tenant (i) an executed deed or assignment and (ii) an IRS Form W-9.

(e) Additionally, notwithstanding anything to the contrary above, Tenant may, upon notice to the Landlord, grant a security interest in this Lease (and/or in the Antenna Facilities), and may collaterally assign this Lease (and/or the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"), provided that any such financing must be subordinate in all respects to Landlord's financing of the Property. In such event, Landlord shall not unreasonably withhold such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Subordination of Landlord's Lien. Landlord hereby subordinates any and all lien rights it may have, statutory or otherwise, to the lien of any leasehold mortgagees or holders of security interests concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent (provided, however, that such removal shall be conducted in accordance with the provisions of Section 19 of this Lease).

18. Compliance With Laws. Tenant shall, at its sole cost and expense and at all times throughout the term of this Lease, comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and building codes (collectively, "Laws"), relating to Tenant's Antenna Facilities and use of the Premises. Landlord

shall comply with all Laws relating to the Property in general (not relating to Tenant's use and Antenna Facilities).

19. Removal of Antenna Facilities. Within ninety days after the expiration or earlier termination of the Lease, Tenant shall remove its Antenna Facilities, including, without limitation, building(s), antenna structure(s) (except footings which shall be removed to an extent of two feet (2') below grade level), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. If such time for removal causes Tenant to remain on the Premises after termination of this Lease, Tenant shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Antenna Facilities and all of Tenant's personal property are completed. Tenant's removal of its Antenna Facilities shall be conducted in such a manner so as to minimize (to the extent reasonably possible) interference with Landlord's business operations upon the Property.

20. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** may be recorded by Tenant. In the event that: (i) Tenant records the Memorandum of Lease before exercising the Option and Tenant fails to exercise the Option, or (ii) at any time, the Lease is terminated or expires, Tenant agrees to execute and record a release of such Memorandum of Lease within thirty (30) days of request by Landlord.

(d) This Lease and Tenant's rights hereunder shall at all times be subordinate and subject to any mortgages, deeds of trust, or other encumbrances, now or hereafter affecting the Property. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to use reasonable efforts to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in such form as provided by the applicable lender and reasonably acceptable to both parties.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith, at no cost to Landlord.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) Landlord and Tenant each represent and warrant that the persons who have executed this Lease on its behalf are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein are incorporated herein for all purposes.

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

(December 16, 2015)

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

HOLIDAY CVS, L.L.C.,

a Florida limited liability company


By: 

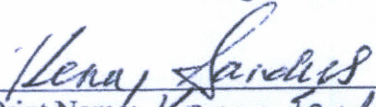
Name: Clay Wilson

Title: RVP, Real Estate

CVS Legal Approval: D. Stevens,
Holland & Knight

WITNESSES:


Print Name: Mary D. Dedman


Print Name: Kenny Sanders

TENANT:


TOWERCOM VIII, LLC,

a Florida limited liability company

By: 

George W. Davis, Managing Partner

WITNESSES:


Print Name: Patricia Maryade Glass

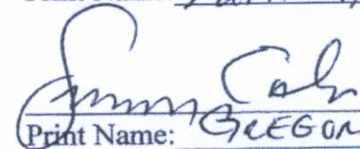

Print Name: GREGORY Ealy

EXHIBIT A
Legal Description

Tract B, Kendale Lakes Section One, according to the plat thereof, as recorded in Plat Book 87, Page 55 Public Records of Miami-Dade County, Florida.

Less Parcel 106, being more particularly described as follows:

A portion of Tract B, Kendale Lakes Section One, according to the plat thereof, as recorded in Plat Book 87, Page 55, Public Records of Miami-Dade County, Florida, lying in the Southeast 1/4 of Section 34, Township 54 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract B; thence run South 87 degrees 42 minutes 55 seconds West for a distance of 209.18 feet to a point of curvature of a circular curve to the right, having for its elements a central angle of 89 degrees 58 minutes 50 seconds and a radius of 25.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 39.26 feet to a Point of Tangency; thence run North 02 degrees 18 minutes 15 seconds West for a distance of 13.25 feet to a point on a circular curve to the left, having for its elements a central angle of 89 degrees 58 minutes 50 seconds and a radius of 25.00 feet; thence run Southeasterly and Easterly along the arc of said curve for a distance of 39.26 feet to a Point of Tangency; thence run North 87 degrees 42 minutes 55 seconds East, for a distance of 209.18 feet to a point; thence run South 02 degrees 17 minutes 05 seconds East for a distance of 13.25 feet to the Point of Beginning.

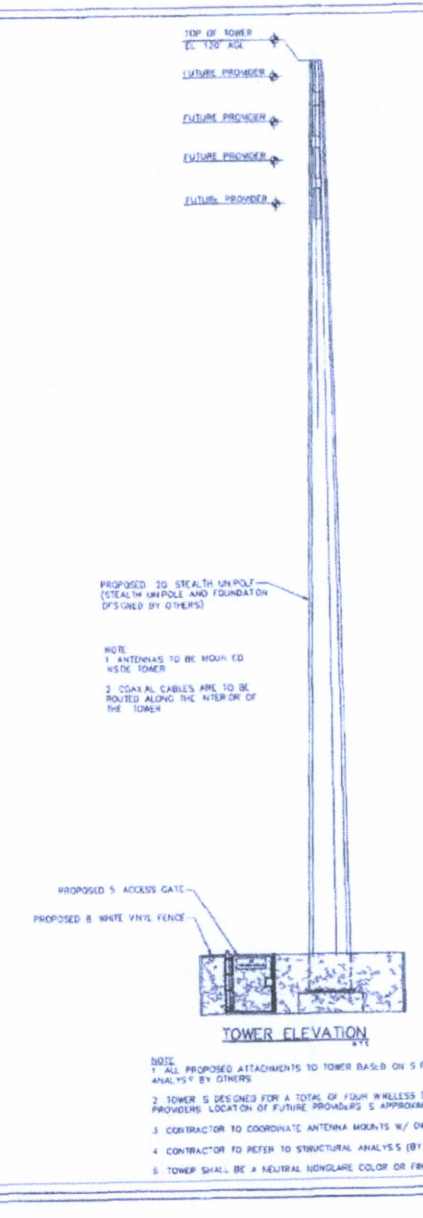
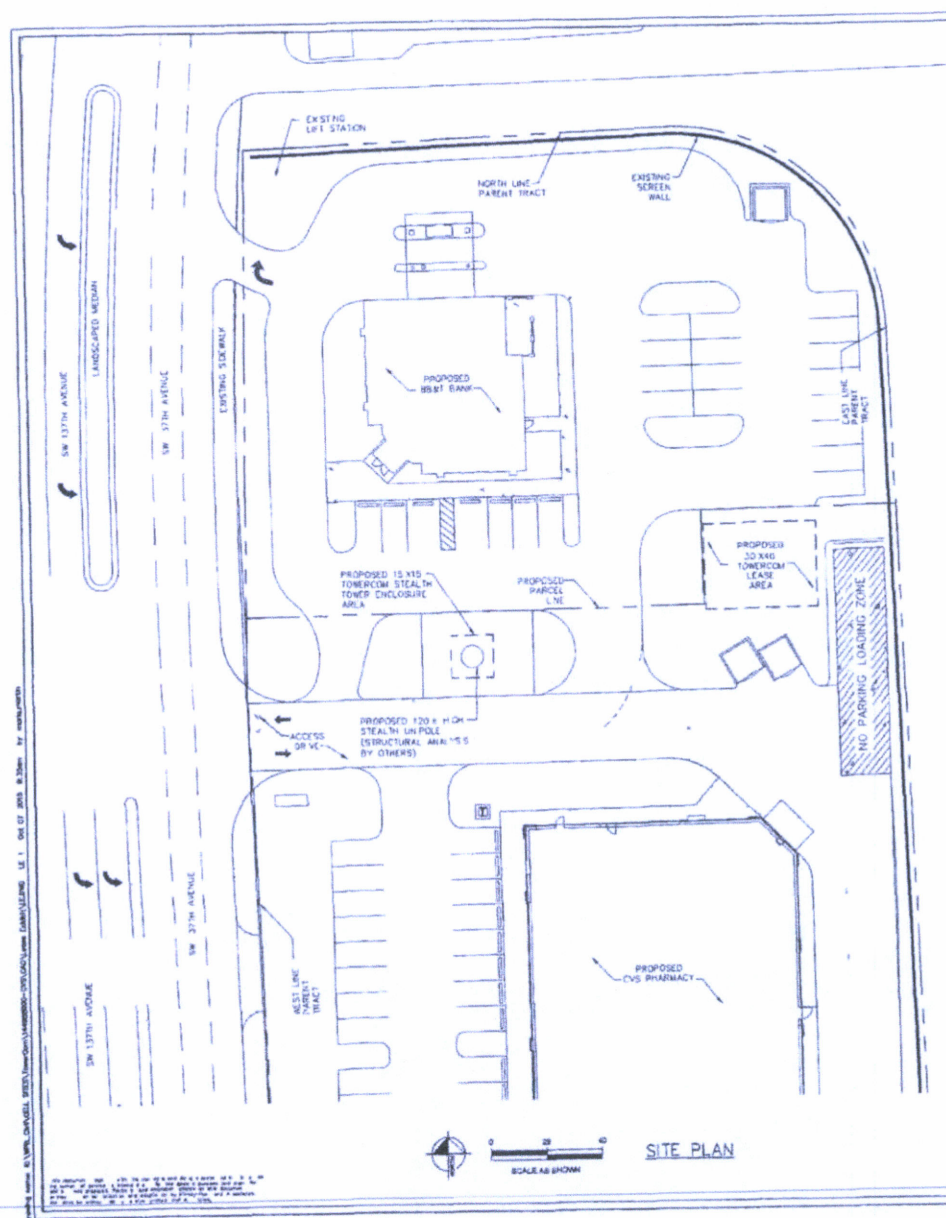
Less BB&T Lease Parcel, being more particularly described as follows:

Commence at the Southeast corner of said Tract "B", the following five (5) courses being along the exterior boundary of said Tract "B"; 1) thence N 02°17'05" W for 378.68 feet to the Point of Beginning of the hereinafter described BB&T Lease Parcel; 2) thence continue N 02°17'05" W for 31.33 feet to a point of curvature; 3) thence Northwesterly along a 75.00 foot radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 117.81 feet to a point of tangency; 4) thence S 87°42'56" W for 149.58 feet to a point on a circular curve concave to the Southeast and whose radius point bears S86°25'31"E; 5) thence Southwesterly and Southeasterly along a 1854.86 foot radius curve leading to the left through a central angle of 5°09'08" for an arc distance of 166.80 feet to a non-tangent point; thence N 88°59'30" E for 183.44 feet; thence N 01°03'24" W for 65.41 feet; thence N 89°04'36" E for 49.35 feet to the Point of Beginning.

EXHIBIT B

The location of the Premises within the Property is more particularly described and depicted as follows:

See attached.



TOWERCOM III, INC One Independent Drive Suite 1600 Jacksonville FL 32202	
PROJECT INFORMATION MIAMI-KENDALL DRIVE CVS 13868 SW 80TH STREET MIAMI, FL 33186 MIAMI-DADE COUNTY	
CURRENT ISSUE DATE DECEMBER 2014	
ISSUED FOR LEASE EXHIBIT	
REV	DATE
SEAL <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
PLANS PREPARED BY Kimley»Horn <small>© 2014 KIMLEY-HORN AND ASSOCIATES, INC.</small> 1920 NEKIVA WAY SUITE 200 WEST PALM BEACH FLORIDA 33411 (561) 845 0665 TBM CADD000000	
PROVIDER TOWERCOM III, INC One Independent Drive Suite 1600 Jacksonville FL 32202	
DRAWN BY MM	APV LF
LICENSURE MARIA VICTORIA MARTIN RE 12345	
SHEET TITLE SITE PLAN & TOWER ELEVATION	
SHEET NUMBER LE-1	
REVISION 144989000	

EXHIBIT C

The location of the Easements within the Property is more particularly described and depicted as follows:

See attached.

EXHIBIT D

Standards for Maintenance and Repair of Tenant's Facilities within Easement Area

1. Any construction, maintenance, repairs or replacements required or permitted under this Lease must be performed in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work must be carried out in a manner, and at such times, so as to cause the least amount of disruption to any business operations being conducted on the Property as is reasonably practicable.
2. Except in the case of an emergency, all work performed which affects any driveways within the Easement Area, pursuant to the Easement granted hereunder, must be performed during non-operating hours of the business being conducted on the Property, unless the owner and operator of the Property provides its prior, written consent for the work to be performed during operating hours.
3. Except in the case of an emergency, in which case such notice as is reasonable under the circumstances must be provided, any party proposing to perform work which affects any driveways within the Easement Area must provide at least fifteen (15) days prior, written notice to the owner and operator of the Property.
4. Upon completing any improvements or repairs undertaken pursuant to the easements granted hereunder, Tenant promptly must restore and repair, at its sole cost, the disturbed portions of the Property and the disturbed portion of all existing utility facilities and improvements upon the Property to as good or better condition as existed prior to the improvement or repairs undertaken. If Tenant fails to restore and repair the Property, then, after prior, written notice to Tenant, and a reasonable opportunity to cure, Landlord may perform any such maintenance or repair obligation and bill Tenant the actual and reasonable cost of such work. Failure to pay such bill shall be a default under the Lease.

EXHIBIT E

Memorandum of Lease

See attached.

Prepared by and return to:
TOWERCOM VIII, LLC
1 Independent Dr Suite 1600
Jacksonville, FL 32202

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 2015, by and between **HOLIDAY CVS, L.L.C.**, a Florida limited liability company, as Lessor, whose address is _____, and **TOWERCOM VIII, L.L.C.**, a Florida limited liability company, as Lessee, whose address is 1 Independent Dr Suite 1600, Jacksonville, FL 32202.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 2015 (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in **Miami-Dade County, Florida**, as more fully described in the legal description attached hereto as **Exhibit "A"** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee an easement for ingress, egress and utilities for the duration of the Lease Agreement over those lands more particularly described on **Exhibit "B"** hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of five (5) years and nine (9) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least one hundred eighty (180) days prior to the expiration of the initial term, or the renewal term then in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

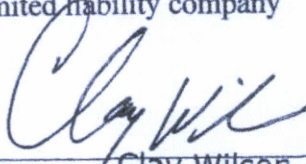
Witnesses:

Name: _____

Name: _____

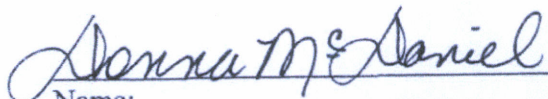
LESSOR:

HOLIDAY CVS, L.L.C.,
a Florida limited liability company

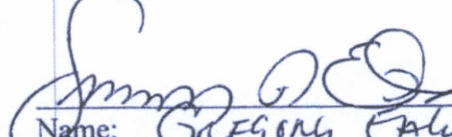
By:  (SEAL)
Name: Clay Wilson
Title: RVP, Real Estate

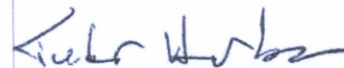
STATE OF Alabama §
COUNTY OF Jefferson §

The foregoing instrument was acknowledged before me this 14th day of December, 2015, by Clay Wilson, the RVP of **HOLIDAY CVS, L.L.C.**, on behalf of the company. He/she is personally known to me, or has produced () as identification.


Name: _____
Notary Public Donna McDaniel
My Commission Expires September 25, 2018

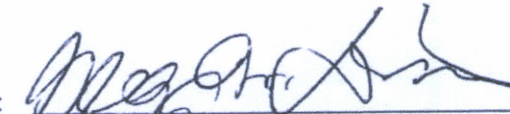
Witnesses:


Name: GREGORY Ealy


Name: Tucker Harbour

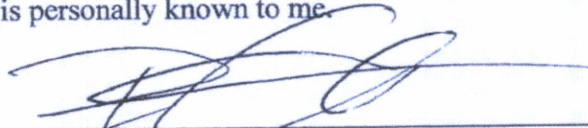
LESSEE:

TOWERCOM VIII, a Florida limited liability company

By: 
George W. Davis, Managing Partner

STATE OF NORTH CAROLINA §
§
COUNTY OF DURHAM §

The foregoing instrument was acknowledged before me this 7th day of October, 2015, by **George W. Davis**, the Managing Partner of **TOWERCOM VIII**, a Florida limited liability company, on behalf of the company. He is personally known to me.


Name: Patricia Alemparte Glass
Notary Public
My Commission Expires: 5/16/16



P.H. # _____

Owner's Sworn-to-Consent
Permitting Tenant to File for a Hearing
(Corporation)

On behalf of Branch Banking & Trust Company, a North Carolina
(state) company, Terri Murray Senior being first duly sworn, deposes
and says that as the President Vice-President or CEO (circle one) of the aforesaid Company,
which is the Owner of the property legally described below and which is the subject property of the
proposed hearing, does hereby grant consent to Toercom VIII, LLC, as
Tenant to file this application for a public hearing.

Legal Description: SEE ATTACHED EX. A LEGAL DESCRIPTION

Witnesses:

[Signature]
Signature BEN KIRKLAND
Print Name
[Signature]
Signature LOUIS MURRAY
Print Name

Branch Banking & Trust Company
Name of Corporation
Address:
2400 Reynolda Road
Winston-Salem, NC 27106
[Signature]
By Terri Murray, Senior Vice President

[*Note: All others require attachment of
original corporate resolution of
authorization]

STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged and before me by
Terri Murray of Branch Banking & Trust Company on
behalf of the company. He/She is personally known to me or has produced
as identification.

Witness my signature and official seal this 28th day of
MARCH, 2016, in the County and State aforesaid.

Notary Public-State

TEXAS

AGNES CHELLIAH

Print Name

My Commission Expires: 9-21-2019

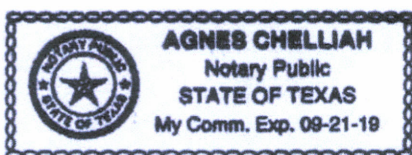


EXHIBIT A-1

PARENT TRACT

(PER OFFICIAL RECORD BOOK 15767, PAGE 188 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA)

TRACT B, KENDALE LAKES SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGE 55 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS PARCEL 106, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT B, KENDALE LAKES SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, AT PAGE 55, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN THE SE 1/4 OF SECTION 34, TOWNSHIP 54 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT B;

THENCE RUN S87°42'55"W FOR A DISTANCE OF 209.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 89°58'50" AND A RADIUS OF 25.00 FEET;

THENCE RUN NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY;

THENCE RUN N02°18'15"W FOR A DISTANCE OF 13.25 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 89°58'50" AND A RADIUS OF 25.00 FEET;

THENCE RUN SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY;

THENCE RUN N87°42'55"E, FOR A DISTANCE OF 209.13 FEET TO A POINT;

THENCE RUN S02°17'05"E FOR A DISTANCE OF 13.25 FEET TO THE POINT OF BEGINNING.

AND LESS PARCEL 817, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT B, KENDALE LAKES SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, AT PAGE 55, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN THE SE 1/4 OF SECTION 34, TOWNSHIP 54 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT B;

THENCE RUN N02°17'05"W, FOR A DISTANCE OF 13.25 FEET TO THE POINT OF BEGINNING;

THENCE RUN S87°42'55"W, FOR A DISTANCE OF 65.00 FEET TO A POINT;

THENCE RUN N02°17'15"W, FOR A DISTANCE OF 15.00 FEET TO A POINT;

THENCE RUN N87°42'55"E, FOR A DISTANCE OF 25.00 FEET TO A POINT;

THENCE RUN S02°17'15"E, FOR A DISTANCE OF 10.00 FEET TO A POINT;

THENCE RUN N87°42'55"E, FOR A DISTANCE OF 40.00 FEET TO A POINT;

THENCE RUN S02°17'05"E, FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

Professional /Corp.

PROFESSIONAL PREPARER'S STATEMENT OF LANDSCAPING COMPLIANCE FOR PUBLIC HEARING

PUBLIC HEARING NUMBER _____

Legal description: Lot _____, Block _____, Subdivision Kendale Lakes Sec 4
P.B. 87 Page 55 Development name _____
Located at (address) 8701 SW 137th Avenue, Miami, FL 33183

I/We hereby certify that the landscaping/irrigation plan being submitted for this zoning hearing complies with the requirements of Ordinance 18A (Landscape code) **except for any non-use variances(s) requested as part of this public hearing** as to species, height, trunk width and location at time of planting, and that the species as shown are in accordance with the accepted species approved by Miami-Dade County and that none of the species are from the "Prohibited Species" list.

I/We hereby certify as an arborist and/or landscape architect that there are/are no (circle one) specimen trees on the property.

Additionally automatic sprinkler system (if applicable) comply with requirement of said ordinance as to type of heads, spray system, location, etc.

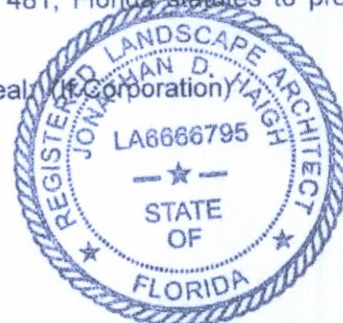
I/We further certify that I/we am/are authorized under Chapter 481, Florida statutes to prepare and submit this landscaping/irrigation plan.

Professional Preparer's Signature

Print Name

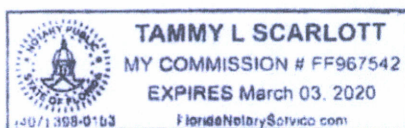
STATE OF Florida
COUNTY OF Palm Beach

Seal of Corporation



The foregoing instrument was acknowledged before me this 29 day of March, 2010,
by Jonathan Laigh, of Kimley-Horn and Assoc.
a North Carolina corporation, on behalf of the corporation.
He/She is personally known to me or has produced _____, as
identification and did/did not take an oath.

Witness my signature and official seal this 29 day of March, 2010,
in the County and State aforesaid, the date and year last aforesaid.



Notary Public

Print Name

My Commission Expires:

WSP Consultants, Inc.

Surveyors & Mappers

19006 1ST Street S.W.

Lutz, FL 33548

Phone: (813) 909-2420

F.A.A. 1A LETTER

Date: December 29, 2015
For: TOWERCOM VIII, LLC
Site: CVS KENDALL
8701 S.W. 137th Avenue
Miami, FL 33183
Miami-Dade County, Florida

I certify that the Latitude 25°41'10.796" N (25.6863322 N) and the Longitude of 080°24'58.255" W (080.4161819 W) of the above referenced site is accurate to within ± 15.0 feet horizontally and that the site elevation of 10.0' (NGVD 29) and 8.5' (NAVD 88) is accurate to within ± 3.0 feet vertically.

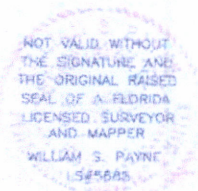
The Latitude and Longitude as identified hereon are referenced to the North American Datum of 1983/2011 (NAD 83/2011) and are expressed as degrees, minutes and seconds. The elevations shown hereon in feet are referenced to the National Geodetic Vertical Datum of 1929 (NGVD 29) and North American Vertical Datum (NAVD 88) respectively.

Note:

The Latitude, Longitude & Elevation were obtained at the Proposed Tower Location.



William S. Payne
Professional Surveyor and Mapper No. 5685
WSP Consultants, Inc. – LB No. 7188
State of Florida



SEAL



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-ASO-36-OE

Issued Date: 03/04/2016

Patricia Alemparte Glass
Tower Com (PAG)
5611 NC Hwy 55
Suite 201
Durham, NC 27713

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Kendall Drive
Location:	Miami, FL
Latitude:	25-41-10.79N NAD 83
Longitude:	80-24-58.25W
Heights:	10 feet site elevation (SE)
	131 feet above ground level (AGL)
	141 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 L.

This determination expires on 09/04/2017 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6462. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ASO-36-OE.

Signature Control No: 276769205-283970378

(DNE)

Michael Blaich
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2016-ASO-36-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W